

C-10-0101

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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
Cost per Copy Program
Bid No. 09-277**

**Konica Minolta Business Solutions USA Inc.
5005 Russell Circle
Lincoln, NE 68507
402-465-6971**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 17th day of February 2010, by and between **Konica Minolta Business Solutions USA Inc., 5005 Russell Circle, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Cost per Copy Services and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal - Price based on copies made for both Black and White and Color

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

**Owners will pay for products/service, according to the pricing as listed in
Contractors Proposal/Supplier Response, a copy thereof being attached to and
made a part of this Contract.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide **Annual Requirements for Cost per Copy Program, Bld No. 09-277**
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term with the option to renew for annually for three (3) each additional one (1) year periods upon mutual consent of both parties.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendum No. 1 & 2
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____


EXECUTION BY LANCASTER COUNTY, NEBRASKA


Contract Approved as to Form:





Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska









Hudkins Absent

dated _____

3/9/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

 (SEAL)

Konica Minolta Business Solutions
U.S.A., Inc.

Name of Corporation

100 Williams Drive, Ramsey, NJ 07446

(Address)

By: 

Duly Authorized Official

Vice President, Market & Program Development

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

PEFORMANCE AND PAYMENT BOND

BOND NO. K08276766

KNOW ALL MEN BY THESE PRESENTS:

That we Konica Minolta Business Solutions U.S.A., Inc.
as Principal, (hereinafter called the Principal), and Westchester Fire Insurance Company a corporation
organized and existing under the laws of the State of New York as Surety (hereinafter called Surety), are held and
firmly bound unto City of Lincoln-Lancaster County as Obligee, (hereinafter called Obligee), in the amount of
Twenty Five Thousand and 10/100 Dollars (\$25,000.00) for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal entered into a certain Contract with the Obligee to dated February 17, 2010 for

Various Model Copier and Multi Function Machines

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFOR, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully
perform said contract according to its term, covenants and conditions and shall promptly pay all persons
supplying labor or material to the Principal for use in the prosecution of the work under said contract, then this
obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for
use in the prosecution of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

This bond is for the term beginning February 18, 2010 and ending February 18, 2011.

No claim, suit or action shall be brought hereunder after the expiration date of two (2) years following the date on
which Principal ceased work on contract. If this limitation is made void by any law controlling construction hereof,
such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by law.

Sealed and sealed this 18th day of February 2010.

Konica Minolta Business Solutions U.S.A., Inc.

Principal

By: 

WESTCHESTER FIRE INSURANCE COMPANY

By: 

Peter Healy, Attorney-in-Fact

POWER OF ATTORNEY

The Insurance Company of the State of Pennsylvania
Principal Bond Office, 175 Water Street, New York, NY 10038

Power No. 20237

No. 01-B-07875

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

—Christopher McCarty, James Holland, Theresa Giraldo,
Tatyana Ofenbakh, Tracey D. Watson, Peter Healy of New York, New York—

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 20th day of November, 2009



Anthony Romano, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 20th day of November, 2009 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

JULIANA HALLENBECK
Notary Public - State of New York
No. 01HA8125871
Qualified in Bronx County
My Commission Expires April 18, 2013

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business.

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Andrew Holland, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 18th day of February 2010

Andrew Holland, Secretary

ACKNOWLEDGMENT OF ANNEXED INSTRUMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On 2/18/2010 before me, the undersigned, a Notary Public in and for said state, personally appeared Peter Healy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her capacity as Attorney-in-fact of Westchester Fire Insurance Company and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

TRACEY D. WATSON
NOTARY PUBLIC, State of New York
No. 01WA5019877
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Nov. 1, 2013

Tracey D. Watson

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2008

ADMITTED ASSETS

BONDS	\$ 1,937,961,302
SHORT - TERM INVESTMENTS	25,152,122
STOCKS	119,791,289
REAL ESTATE	-
CASH ON HAND AND IN BANK	124,390,944
PREMIUM IN COURSE OF COLLECTION*	85,054,200
INTEREST ACCRUED	18,288,962
OTHER ASSETS	250,678,344
TOTAL ASSETS	<u>\$2,561,317,163</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$ 287,073,174
RESERVE FOR LOSSES	736,344,728
RESERVE FOR TAXES	6,120,207
FUNDS HELD UNDER REINSURANCE TREATIES	-
OTHER LIABILITIES	772,244,096
TOTAL LIABILITIES	<u>1,801,782,205</u>

CAPITAL: SPECIAL SURPLUS	89,536,923
CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE	4,503,671
CAPITAL: PAID IN	185,200,474
SURPLUS (UNASSIGNED)	480,293,890
SURPLUS TO POLICYHOLDERS	<u>759,534,958</u>
TOTAL	<u>\$2,561,317,163</u>

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2008

Sworn before me this 20th day of July 2009

John P. Taylor
Vice President

Diane Wright
Notary Public

August 8, 2011
My commission expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2011
Member, Pennsylvania Association of Notaries



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2010

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	
PHONE: (866) 283-7122	FAX: (847) 953-5390
INSURED Konica Minolta Business Solutions U.S.A., Inc. Attn: Lynne Ransom 500 Day Hill Road Windsor CT 06095 USA	

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Sompo Japan Insurance Company of America	11126
INSURER B:	Mitsui Sumitomo Insurance Co of America	20362
INSURER C:		
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL2121579	10/01/2009	10/01/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded-\$500 <input checked="" type="checkbox"/> Coll Ded-\$1000	ADV40004E0 ADV40003D0	10/01/2009 10/01/2009	10/01/2010 10/01/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC AGG	
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	UMB5400622	10/01/2009	10/01/2010	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
A	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCD40000A0 WCN40006G0	10/01/2009 10/01/2009	10/01/2010 10/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

Certificate No : 570037997192

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of Lincoln, Nebraska, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission, Nebraska are added as Additional Insured on the General Liability policy as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions

CERTIFICATE HOLDER**CANCELLATION**

The City of Lincoln-Lancaster County
Attn: Robert Walla
440 South 8th Street, Suite 200
Southwest wing
Lincoln NE 68508 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Attachment to ACORD Certificate for Konica Minolta Business Solutions

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Konica Minolta Business Solutions
U.S.A., Inc.
Attn: Lynne Ransom
500 Day Hill Road
Windsor CT 06095 USA

INSURER

INSURER

INSURER

INSURER

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		AUTOMOBILE LIABILITY					
		<input checked="" type="checkbox"/> Hired Auto Phys Dam					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
and exclusions.

**SEALED RFP
SPECIFICATION NO. 09-277**

Proposal OPENING TIME: 12:00 NOON
DATE: Tuesday, December 30, 2009

The undersigned submitter, having full knowledge of the requirements of the owners for the listed project, Contract Documents and other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, performance and payment bonds, materials and equipment in strict accordance with the specifications as prepared by the owners for the consideration of the amount set forth in the following price schedule:

PRICE SCHEDULE:

COST-PER-COPY PRICE (RFP) OFFER

Prices listed shall be for all machines placed in categories 1 - 7 as described herein.

BASE COPY OFFER: OPTION 1

Cost-per-copy Offer: \$ 0.0155 /copy for digital - Black and White copy
Cost-per-copy Offer: \$ 0.042 /copy for digital - Color copy

VOLUME INCENTIVE: If our combined cumulative monthly volume exceeds 1,300,000 b/w copies (Level provided by Proposer) the cost-per-copy shall be as follows: In the event the City / County exceeds 1,300,000 b/w prints per month; the City / County will receive a 10% discount. This discount would not apply to color prints.

Black and White Digital Copies: \$ /copy
Color Digital Copies: \$ /copy

ADDED VALUE OFFERS (i.e., color copies, faxes, etc): In the event Konica Minolta is awarded the new contract; we will reduce the B/W CPC rate of \$0.0155 to \$0.013 per print which will be in effect March 1, 2010 to May 30, 2010.

(Attach any alternate price proposals or enhancement to your "Price Schedule")

PHOTOCOPIER EQUIPMENT OFFER

Category 1: Manufacturer: Konica Minolta Model: bizhub 222 C.P.M.: 22
0-5M /mo. First Copy Speed: 5.3 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 2: Manufacturer: Konica Minolta Model: bizhub 222 C.P.M.: 22
5-15M/mo. First Copy Speed: 5.3 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 3: Manufacturer: Konica Minolta Model: bizhub 282 / 362 C.P.M.: 28 / 36
15-30M/mo. First Copy Speed: 5.3 / 4.8 seconds Amp Rating: 11.5A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 4: Manufacturer: Konica Minolta Model: bizhub 421 C.P.M.: 42
30-50M/mo. First Copy Speed: 3.6 seconds Amp Rating: 12A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 5: Manufacturer: Konica Minolta Model: bizhub 501 C.P.M.: 50
50-70M/mo. First Copy Speed: 3.2 seconds Amp Rating: 12A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 5: Manufacturer: Konica Minolta Model: bizhub 601 C.P.M.: 60
70-100M/mo First Copy Speed: 3.5 seconds Amp Rating: 16A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

Category 6: Manufacturer: Konica Minolta Model: bizhub 751 C.P.M.: 75
100M + /mo First Copy Speed: 3 seconds Amp Rating: 16A

List any enhancements to the specifications that should be taken into consideration during the bid analysis process:

The bizhub 751 includes Mainframe Interface required for printing.

Additional Equipment/Price Offers:

To be completed by Proposer, only if additional equipment is offered from the listed categories and specifications (i.e., color copiers, fax machines, etc.).

Konica Minolta has included (8) Jamex 6557 and (1) Jamex Coin Op units that will attach to refurbished digital equipment. Konica Minolta would continue to include supplies, including paper for these units as well as the 18% credit copies made on these units.

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

NOTE: Provide (10) copies product literature on all machines proposed for the categories listed on this request.

**NOTE: RETURN 10 COMPLETE COPIES OF YOUR PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF PROPOSAL ENVELOPE AS FOLLOWS:
SEALED RFP FOR
COST PER COPY PROGRAM
BID NO. 09-277**

The undersigned signatory of the proposer represents and warrants that he/she has full and complete authority to submit this offer to the owners, and to enter into a contract if this offer is accepted.

Konica Minolta Business
Solutions U.S.A., Inc.

COMPANY NAME

100 Williams Drive

STREET ADDRESS or P.O. BOX

Ramsey, NJ 07446

CITY, STATE

ZIP CODE

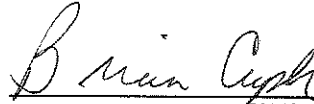
(201) 825-4000

TELEPHONE NO.

(201) 236-4353

FAX NO.

Email: cbdg@kmbs.konicaminolta.us



BY (Signature)

Brian Cupka

Vice President (Print Name)

General Counsel and Secretary

(Title)

12/29/09

(Date)

Only the names of the firms responding to the RFP will be published on the date and time listed. All other information will remain confidential during the analysis process. Only the successful proposers offer will become a matter of public record after the contract award recommendation is public.